

EXECUTION VERSION

After Recording return to:
Ocwen Loan Servicing, LLC
1661 Worthington Rd Suite 100
West Palm Beach, FL 33461

2/28/11 8:50:15
DK P BK 142 PG 700
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

LIMITED POWER OF ATTORNEY

POA 2201

KNOW ALL MEN BY THESE PRESENTS, that as of September 30, 2010, the undersigned, The Bank of New York Mellon Trust Company, National Association, as Grantor Trustee (the "Grantor Trustee") of the Protium Master Grantor Trust (the "Trust"), having its branch office at 601 Travis Street, 16th Floor, Houston, Texas 77002 (the "Owner"), hereby appoints Ocwen Loan Servicing, LLC, ("Ocwen") to be the Owner's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Owner with power to do only the following in connection with the applicable pooling and servicing agreement listed on Schedule A (collectively, the "PSA's") hereto on behalf of the Owner.

WHEREAS, the Trust is the holder of certain mortgage loans, which are serviced by Ocwen Loan Servicing, LLC, pursuant to (i) the Servicing Rights Purchase and Servicing Agreement dated as of July 1, 2006 (the "PSA") among Barclays Bank PLC ("Barclays") and Ocwen (as successor in interest to Homeq Servicing Corporation and (ii) the Servicing Agreement dated as of October 15, 2008 (the "Servicing Agreement") between Barclays and Ocwen (as successor in interest to Barclays Capital Real Estate Inc. d/b/a Homeq Servicing);

WHEREAS, pursuant to the PSA and the Servicing Agreement, Ocwen will service certain mortgage loans as more particularly described in such agreements;

WHEREAS, in connection with Ocwen's performance under the PSA and the Servicing Agreement, Ocwen has requested that the Trust authorize Ocwen to execute certain documents on the Trust's behalf as further described herein.

1. The modification or re-recording of a Mortgage, where said modification or re-recordings is for the purpose of correcting the Mortgage to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured.
2. The subordination of the lien of a Mortgage to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

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3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned or bills of sale, and other instruments of sale.
4. The completion of loan assumption agreements and modification agreements.
5. The full or partial satisfaction/release of a Mortgage or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Mortgage, in accordance with state law and the Mortgage;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of a deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and
9. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the "Grantor Trustee" all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

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Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable under the PSA's.

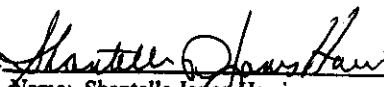
This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Owner, or (ii) the Attorney shall no longer be retained on behalf of the Owner or an affiliate of the Owner.


The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.


This Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

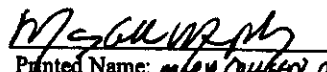
IN WITNESS WHEREOF, the undersigned have cause this agreement to be duly executed and agreed to as of the day and year first above written.

Protium Master Grantor Trust, as Owner
By: The Bank of New York Mellon Trust Company,
National Association, not in its individual capacity
but solely as Grantor Trustee of the Protium Master
Grantor Trust

By: 
Name: Shantelle Jones-Harris
Title: Vice-President

By: 
Name: MARICELA MARQUEZ
Title: VICE PRESIDENT

Witness: 
Printed Name: Emily R. Sobkowiak

Witness: 
Printed Name: M. J. MURPHY

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ACKNOWLEDGEMENT

STATE OF Illinois §

COUNTY OF Cook §

Personally appeared before me the above-named Shantelle Jones-Harris and Maricela Marquez, known or proved to me to be the same persons who executed the foregoing instrument and to be the Vice President and Vice President, respectively of The Bank of New York Mellon Trust Company, National Association, as Grantor Trustee of the Protium Master Grantor Trust, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 1st day of October,
2010

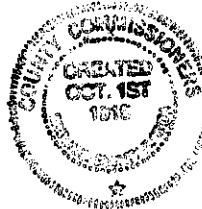


Dania S. George
NOTARY PUBLIC
My Commission expires November 9, 2013

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Schedule A

1. Servicing Agreement dated as of October 15, 2008 among Barclays Bank PLC as "Owner" and Ocwen Loan Servicing, LLC (successor by purchase to Barclays Capital Real Estate Inc. d/b/a/ Homeq Servicing), as "Servicer"
2. Servicing Rights Purchase and Servicing Agreement dated July 1, 2006 among Barclays Bank PLC as "Purchaser" and Ocwen Loan Servicing, LLC (successor by purchase to Homeq Servicing Corporation), as "Servicer"



I hereby certify this document is on a true
correct and complete copy of the record
filed in my office. Dated this 18th day
of October, 2019.
By: Robert J. Yarbrough
Deputy Clerk